# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE | OF | PAGES |
|---|---|---|---|
| J | 1 | | 53 |

| 2. AMENDMENT/MODIFICATION NUMBER | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQUISITION NUMBER | 5. PROJECT NUMBER *(If applicable)* |
|---|---|---|---|
| 0004 | 10 JUL 2026 | | W912DS-26-S-0018 |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY *(If other than Item 6)* | CODE |
|---|---|---|---|
| W2SD ENDIST NEW YORK<br>KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300<br>NEW YORK, NY 10278-0004<br>UNITED STATES<br>BRIAN WINTERS, EMAIL: BRIAN.H.WINTERS@USACE.ARMY.MIL TELEPHONE: 917-790-8083 | W912DS | SCD: PAS: | |

| 8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)* | (X) | 9A. AMENDMENT OF SOLICITATION NUMBER |
|---|---|---|
| | ☒ | W912DS26RA028 |
| | | 9B. DATED *(SEE ITEM 11)*<br>25 JUN 2026 |
| | ☐ | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER |
| | | 10B. DATED *(SEE ITEM 13)* |
| CODE / FACILITY CODE | | |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

***12.*** ACCOUNTING AND APPROPRIATION DATA *(If required)*

SEE SECTION G - CONTRACT ADMINISTRATION DATA

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

| CHECK ONE | |
|---|---|
| ☐ | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| ☐ | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| ☐ | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| ☐ | D. OTHER *(Specify type of modification and authority)* |

**E. IMPORTANT:** Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

***14.*** DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Schedule

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A. NAME AND TITLE OF SIGNER *(Type or print)* | | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* | |
|---|---|---|---|
| | | NICHOLAS EMANUEL | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | *(Signature of Contracting Officer)* | 04 AUG 2026 |

*Previous edition unusable*

**STANDARD FORM 30 (REV. 11/2016)**
Prescribed by GSA FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

**Block 14 (Description of Amendment/Modification):** The purpose of Amendment 4 is to:

Answer questions from prospective offerors for informational purposes only.

Delete clauses 52.232-16 and 252.232-7013.

Revised and Reissued the following: C-501; Section 01 33 16.00 10 Design Data (Design After Award); Section 01 78 00 Closeout Submittals; and Submittal Register.

Revised and Not Reissued the following: Drawings - E-601; In Specifications - Performance Technical Specification, Section G30; Chapter 6 / ESR G20, G201004 Markings & Signage; Chapter 6 / ESR G20, G204005 Signage; Chapter 7 - Applicable Criteria; Section 01 45 00, 1.6.1.2 Qualification; Chapter 2, Project Objectives, 2.2.1 Site Design; and Chapter 2, Project Objectives, 2.2.1 Site Design.

NOTE: BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT BY THE DATE SPECIFIED IN THE SOLICITATION (OR AS AMENDED) BY ONE OF THE FOLLOWING METHODS: IN THE SPACE PROVIDED ON THE SF1442, BY SEPARATE LETTER, OR BY SIGNING THE BLOCK 15 BELOW. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OR BIDS OR LATE WITHDRAWAL OF BIDS. FAR 14.304)

## Section 00 01 15 - List of Drawing Sheets

## The attachments table has changed from:

| Identifier | Document Name | Document Description | Reference Identifier | Date | Line Item | Page Numbers | Document Type | Provided Under Separate Cover |
|---|---|---|---|---|---|---|---|---|
| 0001 | ATTACHMENT 1 - PROPOSAL DATA SHEET | Proposal Data Sheet | | 17 Jun 2026 | | | Attachment | No |
| 0002 | ATTACHMENT | PAST PERFORM ANCE | | 17 Jun 2026 | | | Attach | No |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 2 - PAST PERFORMANCE QUESTIONNAIRE PPQ | QUESTIO NNAIRE (PPQ) | | | | | ment | |
| 0003 | ATTACHMENT 3 - SPECIALIZED EXPERIENCE | SPECIALIZED EXPERIENCE | | 17 Jun 2026 | | | Attachment | No |
| 0004 | ATTACHMENT 4 - SMALL BUSINESS PARTICIAPTION PLAN | SMALL BUSINESS PARTICIAPTION PLAN | | 17 Jun 2026 | | | Attachment | No |
| 0005 | ATTACHMENT 5 - SAMPLE FIRM_UNEQUIVOCAL_LETTER OF COMMITMENT BETWEEN PRIME CONTRACTOR AND SUB | SAMPLE FIRM, UNEQUIVOCAL, LETTER OF COMMITMENT BETWEEN PRIME CONTRACTOR AND SUBCONTRACTOR | | 17 Jun 2026 | | | Attachment | No |
| 0006 | Ft. Drum Wells Field Final D-B RFP | Specification | | 11 Jun 2026 | | | Attachment | No |
| 0007 | Ft. Drum Wells Field Final D-B RFP - Appendix A | Drawings | | 11 Jun 2026 | | | Attachment | No |
| 0008 | Ft. Drum Wells Field Final D-B RFP - Appendix B | Specification | | 11 Jun 2026 | | | Attachment | No |
| 0009 | Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 1 | Specification | | 12 Jun 2026 | | | Attachment | No |
| 0010 | Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 2 | Specification | | 22 Jun 2026 | | | Attachment | No |
| 0011 | Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 3 | Specification | | 22 Jun 2026 | | | Attachment | No |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 0012 | Ft. Drum Wells Field Final D-B RFP - Appendix D | Drawings | | 11 Jun 2026 | | | Attachment | No |
| 0013 | Well Field Bidder Walkthrough Packet Instructions | Site Visit | | 24 Jun 2026 | | | Attachment | No |
| 0014 | JA 26-008 - Ft Drum Wellfield -Trane Supervisory Control and Data Acquisition1 May 2026_Redacted | JA 26-008 - Ft Drum Wellfield - Trane Supervisory Control and Data Acquisition | | 22 Jun 2026 | | | Attachment | No |
| 0015 | JA 26-009 - Ft Drum Wellfield - Data Switches- 27 May 2026 _Redacted | JA 26-009 - Ft Drum Wellfield - Data Switches | | 22 Jun 2026 | | | Attachment | No |
| 0016 | Site Visit Sign In Sheet | Site Visit Sign-in Sheet | | 07 Jul 2026 | | | Attachment | No |

## To:

| Identifier | Document Name | Document Description | Reference Identifier | Date | Line Item | Page Numbers | Document Type | Provided Under Separate Cover |
|---|---|---|---|---|---|---|---|---|
| 0001 | ATTACHMENT 1 - PROPOSAL DATA SHEET | Proposal Data Sheet | | 17 Jun 2026 | | | Attachment | No |
| 0002 | ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE PPQ | PAST PERFORM ANCE QUESTIO NNAIRE (PPQ) | | 17 Jun 2026 | | | Attachment | No |
| 0003 | ATTACHMENT 3 - SPECIALIZED EXPERIENCE | SPECIALIZED EXPERIENCE | | 17 Jun 2026 | | | Attachment | No |
| | | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 0004 | ATTACHMENT 4 - SMALL BUSINESS PA RTICIAPTION PLAN | SMALL BUSINESS PAR TICIAPTION PLAN | | 17 Jun 2026 | | | Attach ment | No |
| 0005 | ATTACHMENT 5 - SAMPLE FI RM_UNEQUIV OCAL_LETTE R OF COMMIT MENT BETWEEN PRIME CONTR ACTOR AND SUB | SAMPLE FIRM, UNEQUIVOCAL, LETTER OF COMMITMENT BETWEEN PRIME CONTRACTOR AND SUBCONT RACTOR | | 17 Jun 2026 | | | Attach ment | No |
| 0006 | Ft. Drum Wells Field Final D-B RFP | Specification | | 11 Jun 2026 | | | Attach ment | No |
| 0007 | Ft. Drum Wells Field Final D-B RFP - Appendix A | Drawings | | 11 Jun 2026 | | | Attach ment | No |
| 0008 | Ft. Drum Wells Field Final D-B RFP - Appendix B | Specification | | 11 Jun 2026 | | | Attach ment | No |
| 0009 | Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 1 | Specification | | 12 Jun 2026 | | | Attach ment | No |
| 0010 | Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 2 | Specification | | 22 Jun 2026 | | | Attach ment | No |
| 0011 | Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 3 | Specification | | 22 Jun 2026 | | | Attach ment | No |
| 0012 | Ft. Drum Wells Field Final D-B RFP - Appendix D | Drawings | | 11 Jun 2026 | | | Attach ment | No |
| 0013 | Well Field Bidder Walkthrough | Site Visit | | 24 Jun 2026 | | | Attach ment | No |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Packet Instructions | | | | | | | |
| 0014 | JA 26-008 - Ft Drum Wellfield -Trane Supervisory Control and Data Acquisition1 May 2026_Redacted | JA 26-008 - Ft Drum Wellfield - Trane Supervisory Control and Data Acquisition | | 22 Jun 2026 | | | Attachment | No |
| 0015 | JA 26-009 - Ft Drum Wellfield - Data Switches- 27 May 2026 _Redacted | JA 26-009 - Ft Drum Wellfield - Data Switches | | 22 Jun 2026 | | | Attachment | No |
| 0016 | Site Visit Sign In Sheet | Site Visit Sign-in Sheet | | 07 Jul 2026 | | | Attachment | No |
| 0017 | C-501_2026-08-03_AMD 4 | Drawings | | 04 Aug 2026 | | | Attachment | No |
| 0018 | 01 33 16.00 10 | Specification | | 04 Aug 2026 | | | Attachment | No |
| 0019 | 01 78 00 | Specification | | 04 Aug 2026 | | | Attachment | No |
| 0020 | REGISTER | Submittal Register | | 04 Aug 2026 | | | Attachment | No |

## The following contract documents were added:

01 33 16.00 10
01 78 00
C-501_2026-08-03_AMD 4
REGISTER

## Section 00 72 00 - General Conditions

## The following clauses were deleted:

### FAR Clauses Incorporated by Full Text

**52.232-16 Progress Payments. (Deviation 2026-O0038) (Feb 2026)**

Progress Payments (Feb 2026) (Deviation 2026-O0038)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) *Title.*

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) *Property,* as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.*

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its *Alternate I* for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the ____ [ *Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"*] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

## Section 01 00 00 - General Requirements

## Miscellaneous text in this section has been modified to:

### ERCIP Wellfield Expansion, Design-Build

### Fort Drum, New York

### W912DS26RA028

### Amendment 0004

**TO BIDDERS:**

The following changes shall be made to the Design Build Request for Proposal.

**DRAWINGS:**

1. The following DRAWINGS have been **REVISED and REISSUED**:

   C-501 - Roadway and Utility Typical Sections - Drawing E1 has been updated.

2. The following DRAWINGS have been **REVISED** but **NOT REISSUED**:

   E-601. General note 6 is added as follows: "Provide Inner duct in all new ducts. The number of inner ducts required is dependent on the number of cables required to be blown through the section of duct. Provide one (1) additional spare inner duct for future use by Fort Drum."

3. The following DRAWINGS have been **ADDED**:

   None

4. The following DRAWINGS have been **DELETED**:

   None

**SPECIFICATIONS:**

1. The following SPECIFICATIONS have been **REVISED and REISSUED**:

   Submittal Register

   Section 01 78 00 Closeout Submittals

   Section 01 33 16.00 10 Design Data (Design After Award)

2. The following SPECIFICATIONS have been **REVISED** but **NOT REISSUED**:

Performance Technical Specification, Section G30 Site Civil/Mechanical Utilities, G301001 1.2 Test Hole is removed in its entirety.

Chapter 6 / ESR G20, G201004 Markings & Signage. The first sentence that states "Fort Drum to provide road signage" is replaced with "Provide road signage".

Chapter 6 / ESR G20, G204005 Signage. The first sentence that states "Fort Drum to provide road signage" is replaced with "Provide road signage".

Chapter 7 - Applicable Criteria. Reference to U.S. Green Building Council (USGBC) LEED v4 is removed from the applicable criteria.

Section 01 45 00, 1.6.1.2 Qualification. The reference to a current professional registration is removed and the first sentence of the first paragraph is replaced with the following: "The QC Manager must possess at least a Bachelor's degree in engineering, architecture, or construction management and a minimum of 10 years construction experience as a Project Superintendent, QC Manager, Project Manager, Project Engineer or Construction Manager on similar size and type construction Contracts which included the major trades that are part of this Contract."

Chapter 2, Project Objectives, 2.2.1 Site Design. In the third paragraph, the third sentences is replaced with the following: "From CMH-1 there are existing conduits that can be utilized to run the communications back to the water treatment plant".

Chapter 2, Project Objectives, 2.2.1 Site Design. In the third paragraph, the fourth sentence which states, "The DB Contractor will need to verify that there are existing conduits that can be used for the communications cabling." Is removed in its entirety

3. The following SPECIFICATIONS have been ADDED:

None

4. The following SPECIFICATIONS have been **DELETED**:

None

**ATTACHMENTS:**

1. The following ATTACHMENTS have been **REVISED and REISSUED**:

None

2. The following ATTACHMENTS have been **REVISED** but **NOT REISSUED**:

None

3. The following ATTACHMENTS have been **ADDED**:

None

4. The following ATTACHMENTS have been **DELETED**:

None

## BIDDER'S QUESTIONS AND GOVERNMENT REPLY

(Questions that may be of general interest to all Bidders and/or the Government and that are not readily answered by the proceeding changes will appear below. These questions may have been paraphrased or altered to represent several questions regarding the same subject and/or simply revised to clarify and simplify the question(s). Questions and answers are issued to the bidders "For Information Only" and do not revise the solicitation, plans or specifications.)

Question1: Acquisition Process - Sec 00 22 10 titled "Two Phase - Phase One" implies this is a two-phase DB procurement. However, the RFP is structured as a single-phase DB procurement. Please confirm this is a single-phase procurement.

Response 1: Acquisition is one phase. 00 22 10 has been revised and has been re-issued with amendment 2.

Question 2: PPQ and CPAR - Sec 00 22 10 "Volume 1 - Factor 1 - Past Performance" p32 states "The Offeror will provide Past Performance information on relevant projects using the Past Performance and Specialized Experience Questionnaires included in the solicitation. Contractor Performance Assessment Reporting System (CPARS) shall be submitted for projects, when available. Your client should receive form ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE (PPQ)". Please confirm that if a CPARS is provided for a past performance project it is not necessary to provide a PPQ in the ATTACHMENT 2 format.

Response 2: 00 22 10 has been revised and has been re-issued with amendment 2.

Question 3: Section 00 22 10, paragraph numbering does not match the Table of Contents provided on page 21 of 117. Please clarify.

Response 3: 00 22 10 has been revised and has been re-issued with amendment 2.

Question 4: Volume 1-Factor 1-Past Performance, page 32 of 117, first paragraph; states "The Offeror will provide Past Performance information on relevant projects using the Past Performance and Specialized Experience Questionnaires included in the solicitation. Contractor Performance Assessment Reporting System (CPARS) shall be submitted for projects, when available. Please confirm, or advise otherwise, that the Past Performance and Specialized Experience Questionnaire (PPQ) is required for all projects and the CPARS when available supplements the PPQ information.

Response 4: 00 22 10 has been revised and has been re-issued with amendment 2.

Question 5: Paragraph 2.3.2 Relevant Past Performance, sub-paragraph 'i.b' "Complexity", page 34 of 117, states: "Similar complexity is defined as projects demonstrating successful design and /or construction of water transmission systems including telemetry and controls that are at least 5,000 linear feet.". Would the Government consider revising this requirement to allow project examples of telemetry and controls on fluid transmission systems other than water?

Response 5: 00 22 10 has been revised and has been re-issued with amendment 2.

Question 6: Paragraph 2.3.2 Relevant Past Performance, sub-paragraph 'i.b' "Complexity", page 34 of 117, states: "Similar complexity is defined as projects demonstrating successful design and /or construction of water transmission systems including telemetry and controls that are at least 5,000 linear feet.". Would the Government consider revising this requirement to allow project examples of fluid transmission systems other than water?

Response 6: 00 22 10 has been revised and has been re-issued with amendment 2.

Question 7: The Attachments provided with the RFP documents (Attachments 1 - 5) are all labeled as 'CUI', these Attachments are incorrectly labeled as CUI as all are publicly available and circulated documents in their current form. As presently labeled, these forms cannot be shared

with some individuals that need to complete the form. The CUI marking should be removed as it is not necessary and is over marking. Please advise if these forms can be used with the CUI marking removed.

Response 7: Attachments 1-5 have been revised and re-issued with amendment 2.

Question 8: To ensure the submission of responsible, high-quality proposals that align with USACE's objectives, we respectfully request an extension of the proposal due date to August 7, 2026. This additional time will enable offerors to more clearly articulate their proposed solutions, ultimately resulting in stronger, more competitive proposals for USACE's consideration. The current due date of July 24 will preclude competitive proposals because it does not afford adequate time to generate quality scopes for subcontractors (requires 1 week after site visit = 2 weeks total), for subcontractors to price (requires 2 weeks min for subcontractors to be willing to bid and most request 3 weeks), followed by 1 week for primes to assess bids, analyze and address risk, and obtain management approval. While a 30-day timeline may be sufficient for DBB, this minimum 6-week DB timeline (for a single-phase DB) drives the requested August 7 due date and will reduce risk, ultimately resulting in more competitive proposals.

Response 8: Proposal due date is changed to 7 August 2026 with amendment 2.

Question 9: Due to the proximity of the July 4th holiday and limited availability of both prime and subcontractor firms to review the proposal, as well as to achieve alignment with the proposed extension to August 7, 2026, we respectfully request a 2-week extension to the deadline for offerors to submit questions to July 24, 2026. The reduced availability during the holiday period limits the ability to perform a comprehensive review, which may impact the depth and clarity of questions submitted. With subcontractors actively reviewing prime generated scopes the weeks of July 6 and July 13, a cutoff of July 24 will allow ample time for questions. Allowing additional time will enable more deliberate coordination, validation of assumptions, and identification of potential risks or ambiguities to support the development of complete and balanced proposals.

Response 9: Proposal due date is changed to 7 August 2026 with amendment 2. No additional bidder inquiries are being accepted.

Question 10: Can the Government please remove the CUI designation on Attachments 1, 2, 3, 4 and 5 and redistribute? These forms are administrative in nature and do not contain any CUI.

These documents require distribution to external parties for completion (including subcontractors and teaming partners), and inclusion of the CUI designation on each form will greatly delay the distribution processes for offerors and their subcontractors, as many companies restrict sending documents with CUI via email.

Response 10: Attachments have been revised and re-issued with amendment 2.

Question 11: If the Government cannot remove the CUI designation on Attachments 1, 2, 3, 4, and 5, many firms cannot distribute documents with these markings via email due to security restrictions and internal policies. If these markings are to remain, please advise if offerors can submit proposals via other methods rather than email, such as a DoD SAFE link, PIEE, etc.

Response 11: Attachments have been revised and re-issued with amendment 2.

Question 12: Solicitation Section 3.0, pg 24 - The solicitation states "Schedules, drawings and/or sketches may be submitted electronically on paper not exceeding 11 x 17-inch, (each 11 x 17 counts as two pages)." Schedules, drawings, and sketches are not formally requested to be submitted as part of offerors' proposals under any evaluated factor. Can the Government please clarify if schedules, drawings, and sketches are expected to be included, and if so, what factors should they be included in and evaluated under?

Response 12: 00 22 10 has been revised and has been re-issued with amendment 2.

Question 13: Solicitation section 1.3, pg 27 - The solicitation states "If a teaming agreement or Letter of Commitment is not provided, the projects and experience of any team members outside of the Prime Offeror will not be considered." For proposed subcontractors or teaming partners, please clarify whether a formal teaming agreement is required to be included in the proposal for each proposed subcontractor or teaming partner, -OR- if a signed Letter of Commitment (Attachment 5) is sufficient to demonstrate the relationship and allow the Government to evaluate subcontractor/teaming partner past performance?

Response 13: 00 22 10 has been revised and has been re-issued with amendment 2. A formal teaming agreement or a Letter of Commitment (Attachment 5) is sufficient to demonstrate the

relationship. Signatures from the teaming partners, e.g., a joint venture, are required on the formal teaming agreement, signatures from the Prime and Subcontractor are required on the Letter of Commitment for each proposed subcontractor.

Question 14: Solicitation, Volume 1 - Factor 1 - Past Performance, pg 32 - The solicitation states "the relevant experience of key personnel proposed for this project will not be evaluated or considered under this factor." Please clarify that no information on key personnel needs to be submitted in any factor for this proposal? If information for key personnel is to be provided, what needs to be provided and where should this information be included?

Response 14: 00 22 10 has been revised and has been re-issued with amendment 2. Information on Key Personnel is not required.

Question 15: Solicitation, Volume 1 - Factor 1 - Past Performance, pg 32 - The solicitation states "the relevant experience of key personnel proposed for this project will not be evaluated or considered under this factor." If information for key personnel is to be provided in another factor other than Factor 1, please clarify what needs to be provided for key personnel and where should this information be included?

Response 15: 00 22 10 has been revised and has been re-issued with amendment 2. Information on Key Personnel is not required.

Question 16: Solicitation Section 3.1.3. and Section 1.2 - Attachment 1 was distributed to offerors but not mentioned within Section 3 or Section 1.2, Proposal Submission Requirements. Please clarify where offerors should provide our completed Attachment 1, as its placement is not clearly specified in the solicitation.

Response 16: 00 22 10 has been revised and has been re-issued with amendment 2. Attachment 1 should be included in Volume 3 Tab A.

Question 17: Solicitation, Volume 1 - Factor 1 - Past Performance - If the Offeror intends to serve as both the construction contractor and the designer (AE-DOR/DOR), please clarify how past performance and specialized experience should be demonstrated? Specifically, is the Offeror

required to provide separate project examples for design (up to 2) and construction (up to 3)? Or may the Offeror submit up to 3 Design-Build (DB) projects where it acted as both the Prime Contractor and AE/DOR, and designate up to 2 of those projects to satisfy both the design and construction requirements? If acceptable to designate 2 DB projects, should those same projects be included in both the Design and Construction sections (e.g., duplicated in the Attachment 3 Specialized Experience form)? It is important to understand how this integrated approach, which will provide a significant level of improved cost and time efficiency to the Govt, is appropriately documented in the RFP response process.

Response 17: The Offeror is required to provide project examples for design (up to 2) and construction (up to 3). The Offeror may submit up to 3 Design-Build (DB) projects where it acted as both the Prime Contractor and AE/DOR, and designate up to 2 of those projects to satisfy both the design and construction requirements. Yes, those same projects should be included in both the Design and Construction sections (e.g., duplicated in the Attachment 3 Specialized Experience form).

Question 18: Solicitation, Volume 1 - Factor 1 - Past Performance - If the Offeror will serve as both the construction contractor and the designer (AE-DOR) but will also rely on a key design subconsultant/subcontractor (under Teaming Agreement of Letter of Commitment) for specific design disciplines or expertise, please confirm that for the Design Past Performance it is acceptable to submit one project by the Offeror and one by the subcontractor/subconsultant since this is analogous to an Offeror submitting Construction Past Performance of construction subcontractors.

Response 18: Yes, that is acceptable.

Question 19: Volume 1 - Factor 1 - Past Performance (pg 32) - Please confirm whether Performance Recognition Documents are acceptable only for the projects submitted under Factor 1 for evaluation, or if Offerors may also provide Performance Recognition Documents for projects that are not included among the Factor 1 project submissions.

Response 19: Yes, as long as they are received within seven years of the date of issuance of the solicitation.

Question 20: Volume 1 - Factor 1 - Past Performance (pg 33) - Please confirm whether information regarding terminated projects is required only for the projects submitted under Factor 1, or if Offerors are required to disclose any terminated projects that are not included among the Factor 1 project submissions.

Response 20: Offeror is required to provide any information on past projects (within the past five (5) years from the date of issuance of the solicitation) that were terminated (for any reason) or in which they have been issued a CURE NOTICE and provide accompanying information as to the details for such action(s) with an explanation of why they were terminated or issued a cure notice.

Question 21: Attachment 1 - Proposal Data Sheet and Proposal Cover Sheet- Attachment 1 and the Cover Sheet requests the Offeror's DUNS number; however, DUNS numbers have been replaced by the Unique Entity Identifier (UEI) for Federal procurement and registration purposes. Please confirm whether Offerors should provide their UEI in lieu of a DUNS number, or if the Government is requesting both identifiers.

Response 21: Please provide your UEI number. Attachment 1 will be re-issued in amendment 2.

Question 22: Attachment 5 - Sample Firm, Unequivocal Letter of Commitment Between Prime Contractor and Subcontractor - At the top, this sample letter references "Jordan Moran, Contract Specialist"; however, the solicitation identifies Brian Winters as the Contract Specialist. Please confirm if Offerors can change this in the Letters of Commitment. If not, can the Government edit and reissue?

Response 22: Attachment 5 has been reissued with amendment 2.

Question 23: Solicitation Section 4.4.1 (1) - This section requires offerors to provide a list of present commitments, including "names and telephone numbers of personnel within each organization who are familiar with the contractor's performance." Some offerors may have hundreds of present commitments, which would require gathering and listing hundreds of individual names and phone numbers associated with each present project commitment. For Government and Offeror efficiency, please confirm if offeror must provide names and telephone numbers associated with each commitment, or if it is acceptable for offeror's to provide an adequate list of names and telephone numbers at their discretion. For example, we recommend

and request confirmation it is acceptable to provide information for the top 5 largest (by $) present commitments listed in terms of the dollar value.

Response 23: 00 22 10 has been revised and re-issued in amendment 2. Provide information on the top 10 largest present commitments.

Question 24: Volume 1 - Factor 1 - Past Performance (pg 32) - The solicitation states "Also include performance recognition documents received within the last seven (7) years from the date of issuance of the solicitation such as award fee determinations, customer letters of commendation, and any other forms of performance recognition." Please confirm if this information is requested of just the offeror, or offeror's team subcontractors as well.

Response 24: This information is only requested from the offeror.

Question 25: Could the proposal due date be extended to August 7 or later?  This would give our team much needed time to process site visit information and develop a more accurate technical and price proposal.

Response 25: Proposal due date is changed to 7 August 2026 with amendment 2.

Question 26: After contract award, will .dwg versions of the survey and drawing files be available to the selected DB team?

Response 26: Electronic files will be released to the contractor after award for reference only. This does not relieve the offeror of any design responsibilities. Offeror is responsible for verifying the existing site conditions as needed to complete their work.

Question 27: Confirm volume 3 factor 3 price and pro forma information are both part of phase 1 due on July 24th at 1500?

Response 27: Volume 3 factor 3 price and pro forma information are both part of phase 1. Proposal due date is changed to 7 August 2026 with amendment 2. This is a 1 phase solicitation; references to two phase solicitation were in error. 00 22 10 has been re-issued with amendment 2.

Question 28: Can the government extend the proposal due date of 24 June by one week?

Response 28: Proposal due date is changed to 7 August 2026 with amendment 2.

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Question 29: Chapter 6. Engineering Systems Requirements (ESR) G10 Page 1 states, "The site preparation activities consist of site clearing, demolition, salvage, relocation, earthwork, and hazardous waste remediation to ready the site for other work associated with the project." Please identify the location and composition of the hazardous waste.

Response 29: Hazardous waste has not been encountered in the work area. See environmental soil testing results for further information. References to hazardous waste remediation is removed from this section in amendment 3.

Question 30: Subsurface Conditions & Rock Excavation Basis - The geotechnical report (Appendix C Vol.3) indicates limited borings (12-14 ft) with auger refusal and recommends additional investigation. Please confirm if bidders shall assume rock excavation along the full pipeline alignment where refusal was encountered and whether blasting should be included in the base bid where rock excavation is anticipated.

Response 30: There were two iterations of geotechnical investigation. The initial 2023 investigation recommended additional investigation which was subsequently performed in 2025. Geotechnical reports are provided for reference, and the offeror is responsible for interpreting and determining the extent of rock excavation, if any.

Question 31: Are there defined minimum pumping test requirements (duration, drawdown, recovery) for the production wells?

Response 31: See Section G30 1.1 and 6 ESR G301001 1.3.1. Contractor shall provide well development and capacity testing in accordance with AWWA A100 and the state waterworks' regulations (TITLE 10. DEPARTMENT OF HEALTH CHAPTER I. STATE SANITARY CODE PART 5. DRINKING WATER SUPPLIES SUBPART 5-1. PUBLIC WATER SYSTEMS)

Question 32: It is understood that discharge of hazardous substances will not be permitted and discharge of contaminants into the waters of the US is not permitted. What should bidders assume is an acceptable means of discharging well development waters?

Response 32: Based on pre-design testing, groundwater in the area of the proposed pumping wells does not contain hazardous substances; however, it is the responsibility of the Contractor to confirm the presence/absence of hazardous substances prior to discharge of groundwater (see 6_ESR_G1040 1.1). During test well development of the project, water was discharged to ground outside of the recharge area.

Question 33: Performance criteria 5031 states "The system shall provide potable water compliant with New York State Department of Health (NYSDOH) requirements." Is the contractor responsible for providing treatment of raw water if standards are not met from the aquifer source?

Response 33: The Contractor is not responsible for providing treatment of raw water pumped from the wellhouses to the treatment plant. It is the government's expectation that the raw water will be substantially similar to what was seen during the pre-design testing.

Question 34: How will performance failures (e.g., underperforming wells) be handled contractually--replacement, redesign, or performance deductions?

Response 34: Offeror is requested to bid on the contract documents.

Question 35: Please confirm whether the existing electrical capacity (transformers/feeders shown in Appendix D) is sufficient for the proposed wellfield loads or if upgrades are anticipated.

Response 35: Required upgrades are shown on the design drawings. Appendix D is showing reference drawings only.

Question 36: What SCADA/controls standards or integration requirements apply for tying into the Fort Drum water telemetry control system?

Response 36: The existing water system is controlled with the system described in Section D30, Page 6 (pg. 428) of the Design Build RFP.

Question 37: Are there defined outage limitations or requirements to maintain continuous water service during tie-ins?

Response 37: Outage limitations must be coordinated ahead of time and minimized to the greatest extent possible.

Question 38: Please confirm which permits (local, state, federal) are required (e.g., NYSDEC well permits, environmental reviews, stormwater permits).

Response 38: See Chapter 3, Section 3.1,2, Page 2 for description of necessary permitting and coordination with Fort Drum Environmental Department.

Question 39: Is an Environmental Assessment (EA) or Environmental Impact Statement (EIS) anticipated or already completed?

Response 39: A Record of Environmental Consideration (REC) was completed and it was determined to be categorically excluded.

Question 40: Are there requirements for system redundancy or phasing of connections to maintain service continuity?

Response 40: See Chapter 2.2.1, page 1 for description of a redundant power feed. See Chapter 3.3, page 4 for Construction Phasing. The RFP also refers to the project program, and the Notice to Proceed (NTP), for phasing requirements.

Question 41: Are there required sustainability deliverables (reports, modeling, commissioning documentation) and where should they be submitted in the proposal pricing?

Response 41: See Chapter 2 for required sustainability deliverables in addition to Spec Section 01 33 29.

Question 42: Can design and construction phases be overlapped (e.g., release packages) prior to full design completion?

Response 42: Design must be complete prior to construction. Final design must be reviewed and approved by NYS DOH prior to construction. Contractor is responsible for responding to any NYS DOH comments.

Question 43: Is there a required turnaround time for contractor responses in DrChecks or expectations for comment resolution cycles?

Response 43: The contractor must provide responses entered into Dr. Checks prior to the review conference.

Question 44: Please confirm whether informal coordination with reviewers outside DrChecks is permitted and encouraged (as suggested in specs).

Response 44: See spec section 01 33 16.00 10 section 3.5.2.2 paragraph B.

Question 45: Please confirm how differing site conditions (geotechnical or hydrogeologic) will be handled under the contract (Type I/II DSC applicability).

Response 45: Offeror is requested to bid on the contract documents.

Question 46: Will the Government consider equitable adjustments for unforeseen drilling conditions (e.g., loss circulation, rock hardness, contamination zones)?

Response 46: Offeror is requested to bid on the contract documents.

Question 47: Subsurface Conditions & Rock Excavation Basis - The geotechnical report (Appendix C Vol.3) indicates limited borings (12-14 ft) with auger refusal and recommends additional investigation, but implies not rock excavation required to achieve a 6 foot burial depth. Please confirm if bidders should assume any rock excavation along the full pipeline alignment where refusal was encountered and whether blasting should be included in the base bid where rock excavation is anticipated.

Response 47: There were two iterations of geotechnical investigation. The initial 2023 investigation recommended additional investigation which was subsequently performed in 2025. Geotechnical reports are provided for reference, and the offeror is responsible for interpreting and determining the extent of rock excavation, if any.

Question 48: PFAS Soil Management Requirements - The contract requires PFAS testing (EPA Method 1633) and prohibits off-site soil disposal. Please clarify what materials require handling, segregation, and storage procedures for impacted soils, approved on-site reuse/disposal locations, and whether lined containment or treatment is required.

Response 48: There are no known handling or segregation procedures for this project other than NYS 360 and 364 regulations. Excavated soil can and should be used for backfilling.

Question 49: Available Fault Current & Utility Coordination - The RFP allows assuming an "infinite bus" at the point of connection if utility data is not provided. Please confirm whether bidders shall base design on conservative maximum fault assumptions and arc flash and protective device coordination studies shall assume this worst-case condition.

Response 49: This is the contractor's choice. If the available fault current at the tie in location can be determined with coordination with the Utility company, then that information may be used. If that information is not determined, then utilize infinite bus method.

Question 50: Resiliency Performance Criteria - The project includes redundant feeders and a generator at Well House #2. Please clarify required level of system redundancy (N+1, full redundancy, or partial redundancy). Does the generator need to power the pumps for emergency operation or power just lights for emergency maintenance?

Response 50: Project includes redundancy only where shown on the design drawings. The generator needs to power everything in Well House #2 including the pumps as shown on the design drawings. See amendment 3.

Question 51: Wetland Delineation & Permitting Scope - Drawings indicate wetland impacts and note additional delineation may be required. Please confirm if limits shown on current alignment are delineated, or otherwise where additional delineation is required.

Response 51: The note "Client provided wetland delineation required within boundary" indicates area where the delineation is being finalized. The note "Client provided wetland delineation boundary" indicates are where the delineation has been finalized on the drawings. Final delineation will be provided by the government to the successful offeror.

Question 52: Climate Zone for Energy Compliance - RFP text references Climate Zone 5A, while Appendix A drawings indicate 6A. Please confirm which climate zone governs design.

Response 52: Climate zone 6A governs the design. RFP text in Chapter 2 section 2.4.3. has been changed in amendment 3.

Question 53: FRCS Cybersecurity Deliverables - The project requires compliance with UFC 4-010-06 and RMF processes. Please clarify the required list of ATO artifacts to be provided by contractor.

Response 53: Required list of ATO artifacts will be coordinated during the design phase.

Question 54: FRCS Cybersecurity Deliverables - The project requires compliance with UFC 4-010-06 and RMF processes. Please clarify the level of integration required with Fort Drum network (standalone vs enterprise integration).

Response 54: The intent is to integrate with the existing system. The exact details are to be developed and coordinated during the design.

Question 55: FRCS Cybersecurity Deliverables - The project requires compliance with UFC 4-010-06 and RMF processes. Please clarify whether contractor is responsible for cybersecurity testing, documentation, licensing and accreditation support.

Response 55: Contractor is responsible for adherence to UFC 4-010-06 and for implementation of the cybersecurity Div. 25 specs developed during the design.

Question 56: FRCS Cybersecurity Deliverables - The project requires compliance with UFC 4-010-06 and RMF processes. Please clarify the expected coordination level with Base System Owner.

Response 56: The contractor must coordinate with the Base System Owner who will set the CIA impact for the system(s) and connectivity requirements.

Question 57: FRCS Cybersecurity Deliverables - The project requires compliance with UFC 4-010-06 and RMF processes. Please clarify the licensing requirements for cloud storage.

Response 57: This system will not be on the cloud.

Question 58: Groundwater yields. Please confirm acceptance testing requirements (duration, drawdown limits, recovery criteria) and the expectation of the government to install additional wells or deeper drilling if yield is not achieved.

Response 58: Contractor must demonstrate that wellfield can meet a long-term sustainable pumping rate of 500 gpm as per the testing requirements set forth in "Title 10 of the Compilation of the Rules and Regulations of the State of New York (10 NYCRR) Part 5, Subpart 5-1 Standards for Water Wells - Appendix 5B.4 - Well Yield and Water Flow and Appendix 5-D.4 - Well Yield and Water Flow."

Question 59: UXO & Excavation Constraints - UXO coordination and WEPA permits are required. Please clarify whether UXO clearance is required along the full alignment prior to excavation?

Response 59: UXO has been cleared IAW the limits of disturbance noted on the drawings. Any additional UXO clearance needed, will be performed by the Government.

Question 60: UXO & Excavation Constraints - UXO coordination and WEPA permits are required. Please clarify whether contractor shall include UXO support personnel and monitoring?

Response 60: The offeror is not responsible for UXO clearance.

Question 61: UXO & Excavation Constraints - UXO coordination and WEPA permits are required. Please clarify whether excavation delays due to UXO findings are compensable?

Response 61: Offeror is requested to bid on the contract documents.

Question 62: Generator Fuel Storage & Compliance - Please clarify fuel system requirements for the permanent generator, including the required fuel type and storage duration.

Response 62: RFP chapter 6, D509002, and Drawing E-601 keyed note 3, indicate diesel fuel, and 24 hours of emergency power.

Question 63: Generator Fuel Storage & Compliance - Please clarify fuel system requirements for the permanent generator, including whether aboveground storage tanks (ASTs) are required.

Response 63: RFP chapter 6, D509002, and Drawing E-601 keyed note 3, describe a belly tank and integral tank, respectively.

Question 64: Generator Fuel Storage & Compliance - Please clarify fuel system requirements for the permanent generator, including secondary containment and environmental compliance requirements.

Response 64: The RFP Appendix B includes requirements for secondary containment of tanks and piping, and compliance with environmental regulations, in Fort Drum Regulation 420-7, Facilities Engineering, Environmental Regulation. Although the wording in some cases states "The DPW will..." these requirements are the Contractor's responsibility as they apply to the Work.

Question 65: Generator Fuel Storage & Compliance - Please clarify fuel system requirements for the permanent generator, including whether cold-weather enclosure/heating is required.

Response 65: By virtue of the site being Climate zone 6A, items necessary for cold-weather operation are required. Relying on chemical treatment of the diesel fuel to avoid heating is not allowed.

Question 66: SDSFIE Schema - The RFP requires the final as-built provided in GIS deliverable in an ESRI File Geodatabase, ISO 19115-1 compliant metadata, and produced using the Fort Drum SDSFIE schema. Please provide the Fort Drum SDSFIE schema and granularity for linear features that aren't specified in the USACE M3 reference.

Response 66: This will be provided to the successful offeror after award.

Question 67: Does Fort Drum have a preferred or required SCADA integration contractor, systems integrator, Trane service provider, or owner-authorized vendor that must perform programming, configuration, database modifications, graphics development, or integration work on the existing WTCS/Trane Tracer SC+ platform?

Response 67: See attached Trane J&A. Only manufacturer's certified technicians/programmers /installers, etc., may integrate the new equipment into the existing system to eliminate compromising its integrity and to maintain full functionality required by the Fort Drum water operator.

Question 68: If a preferred SCADA integrator exists, can the Government please identify the organization?

Response 68: See attached Trane J&A. Only manufacturer's certified technicians/programmers /installers, etc., may integrate the new equipment into the existing system to eliminate compromising its integrity and to maintain full functionality required by the Fort Drum water operator.

Question 69: If a preferred SCADA integrator exists, can the Government please indicate whether their participation is mandatory or optional?

Response 69: See attached Trane J&A. Only manufacturer's certified technicians/programmers /installers, etc., may integrate the new equipment into the existing system to eliminate

compromising its integrity and to maintain full functionality required by the Fort Drum water operator.

Question 70: If a preferred SCADA integrator exists, can the Government please clarify whether the Design-Build Contractor is required to subcontract directly with that organization?

Response 70: See attached Trane J&A. Only manufacturer's certified technicians/programmers /installers, etc., may integrate the new equipment into the existing system to eliminate compromising its integrity and to maintain full functionality required by the Fort Drum water operator. No requirement to sub-contract directly.

Question 71: Is the existing water telemetry control system (WTCS) considered a Government-owned system that can only be modified by authorized Fort Drum personnel?

Response 71: Yes, the WTCS is Government owned. Only manufacturer's certified technicians /programmers/installers, etc., may integrate the new equipment into the existing system to eliminate compromising its integrity and to maintain full functionality required by the Fort Drum water operator

Question 72: Will the Government provide access to the existing WTCS database, graphics, controller configuration files, trend databases, alarm databases, and network architecture documentation to the successful Contractor and its SCADA subcontractor?

Response 72: Yes, but under supervision of Fort Drum SME

Question 73: Are software licenses, controller licenses, workstation licenses, database licenses, or Trane integration licenses currently owned by Fort Drum and available for use by the Contractor, or shall all required licensing be provided by the Design-Build Contractor?

Response 73: Owned by Government available for use by qualified Trane personnel under government supervision

Question 74: Please identify whether the WTCS extension shall reside on an existing Fort Drum enclave?

Response 74: Yes, WTCS extension shall reside on an existing Fort Drum enclave.

Question 75: Please identify whether the WTCS extension shall use a dedicated controls enclave?

Response 75: The existing WTCS enclave is dedicated to Water and Wastewater controls for Ft Drum.

Question 76: Please identify whether the WTCS extension shall operate as a standalone FRCS network?

Response 76: No, WTCS extension will not operate as a standalone FRCS network.

Question 77: Please identify whether the WTCS extension shall operate through an enterprise network connection?

Response 77: No, WTCS extension will not operate through an enterprise network connection

Question 78: Is the topographic survey available in an electronic format? Pipeline contractors need to understand the site conditions (wetlands, flood zones, water bodies, etc.) to accurately project the cost and schedule.

Response 78: This will be provided to the successful offeror after award.

Question 79: Appendix C Volume 3 references an 18-inch diameter pipeline. Please confirm whether the government is requiring a minimum pipe diameter or if pipe diameter is to be determined by the design build contractor based on meeting the 500gpm performance requirement.

Response 79: Pipe sizing is to be determined by the Design-Build Contractor.

Question 80: Civil details on C-501 of Appendix A and Appendix C, Volume 3 indicates a 6' burial depth. Is the government requiring a minimum burial depth of 6' to the top of all buried utilities?

Response 80: The 6' burial depth is per Fort Drum standards. The Design-Build Contractor and/or DOR to verify minimum coverage requirements.

Question 81: In addition to tree clearing and grubbing, is a chemical / biological herbicide treatment desired to prevent future growth along the power lines?

Response 81: No, no chemical or biological herbicide is desired.

Question 82: Is NSF61 required for the materials used for the waterline system?

Response 82: Yes, reference to NSF 61 is made in the specifications and is required.

Question 83: On Drawing A-105, Keynote #1 states, "Provide extruded polystyrene insulation under the slab, R-26 minimum." This insulation value does not appear to be required by the applicable New York Energy Code. Please confirm whether the Designer of Record (DOR) is responsible for determining the final slab insulation locations and required R-value at the foundation.

Response 83: The DOR will be required to make the final decision requiring the final slab insulation locations and required R-value and confirm that the design complies with the current energy code and UFC 1-200-02 regarding energy consumption reduction.

Question 84: On Drawing A-501, the wall assembly indicates R-10 continuous insulation with additional cavity insulation. Per the applicable energy code, mass walls are required to have a minimum of R-15.2 continuous insulation. The cavity insulation does not appear to satisfy the continuous insulation requirement for this wall assembly. Please confirm whether the Designer of Record (DOR) will make the final decision regarding the required continuous insulation value for the wall assembly and confirm that the design complies with the applicable energy code.

Response 84: The DOR will be required to make the final decision requiring the continuous insulation value for the wall assembly and confirm that the design complies with the current energy code and UFC 1-200-02 regarding energy consumption reduction.

Question 85: On the architectural roof details, the roof insulation is specified as R-63.7. The applicable New York Energy Code requires a minimum roof insulation value of R-55. Please confirm whether the Designer of Record (DOR) is responsible for making the final decision on the required roof insulation value and confirm whether the specified R-63.7 insulation is intentional.

Response 85: The DOR will be required to make the final decision requiring the minimum roof insulation value and confirm that the design complies with the current energy code and UFC 1-200-02 regarding energy consumption reduction.

Question 86: Stump Removal and Grubbing is defined under two sections in the RFP; first under G101003 Stump Removal (Page 43 of 496) and second G101003 Stump Removal (Page 446 of 496). Please confirm removal 5' depth below finish grade is applicable to building foundations, roads, parking areas, hard stands, and storage areas only.

Response 86: Confirmed, stump removal is only applicable to building foundations, roads and parking areas. Utilities must be cleared to be constructed in accordance with Fort Drum Utility Standards and project specifications.

Question 87: Please confirm that Stump Removal and Grubbing for Site Clearing due to overhead electric only is to a depth of 18" below ground surface per G101003 Stump Removal on page 446 of 496 of the RFP.

Response 87: Confirmed, stump removal and grubbing under overhead electric is limited to 18" per G101003.

Question 88: Per the provided Solicitation document, Box 11, the contractor shall complete this project within 910 calendar days after receiving NTP. Specification 01 11 00, Section 1.1 states "The Contractor is required to.. ..(iii) complete the entire work ready for use, not later than 716 calendar days after the date the Contractor receives the notice to proceed". Please confirm the period of performance for this project.

Response 88: Period of performance is 910 calendar days. See Amendment 3.

Question 89: DB RFP Section 2.2.1 in Chapter 2 states "The project will create five new wells, combining to produce a minimum of 500 gpm (gallons/minute)". Section 2.4 of Chapter 2 states "Required output from the 5 total wells equals a minimum of 500 gallons per minute". Section G301001 in Chapter 6 states "Provide a potable water well system capable of producing a guaranteed capacity of 500 gallons per minute". Does the Gov have an intended maximum output / flow rate from the wells? If so, what is the intended maximum?

Response 89: There is no maximum output requirement.

Question 90: DB RFP Section G301001 in Chapter 6 states "Provide a minimum of five wells". The DB RFP and provide conceptual plans have been developed assuming a total of five wells. Please confirm there are only five wells intended for this project.

Response 90: Based on the pre-design investigation data, five wells were sufficient to meet the required flows. Contractor shall provide the number of wells sufficient to meet the flow requirement, with a minimum of 5 wells.

Question 91: DB RFP Section G1040 1.1 Contaminated Soil and Groundwater states "The contractor to verify that the project site does not require contaminated soil or groundwater work. If required perform contaminated soil or groundwater work in accordance with the specifications and plans provided in Parts 5 and 6". For bidding purposes, please confirm for all bidders if contaminated materials should be assumed for the bid. If so, please provide assumed quantities of soil and groundwater to be removed and please provide assumed contaminates and contamination levels.

Response 91: All bidders are to assume that there are no contaminated materials.

Question 92: For bidding purposes, please confirm distances between Communications Manholes as indicated on E-601 are acceptable without additional pull points.

Response 92: DOR to determine actual quantity of manholes. What is shown on the drawings is a guide based on industry standards of blowing fiber. It is the offeror's responsibility to ensure the constructability of the final design.

Question 93: Please provide an overall vision for the Sequence of Operation of the Wells w/ VFD operated pumps being manifolded together. Is the intent to set each well to a static flow and they combine to make the 500 gpm? Is there some lead / lag logic? Is there a desire to monitor well level and change flows based on that?

Response 93: G301007 provides a narrative on how the water system is operated and how the pumps are to be controlled.

Question 94: D-B RFP Chapter 3, paragraph 3.3 states in part: The contractor will have to coordinate with Ft. Drum during the training seasons that occur on base at specific locations which will impact the project area close to the airfield and OTC. Will any training have the potential to disrupt the contractor's work that will cause delay and additional costs that need to be accounted for in the bid proposal? If so please further clarify.

Response 94: Yes, there is potential to disrupt the contractor's work and therefore the contractor is required to coordinate with Drum and develop a phasing plan to sequence their work around Drum's training. A training 'schedule' is not available at this time.

Question 95: Does the government have a desired minimum water transmission main pipe size to accommodate any future well connections along Pleasant St, Elm Lane or Main Tank Trail segments?

Response 95: No future well connections anticipated at this time.

Question 96: Are there expected locations of rock excavation? If so, for bidding purposes, please provide an estimated volume to remove.

Response 96: Geotechnical reports are provided for reference and the offeror is responsible for interpreting and determining the extent of rock excavation, if any.

Question 97: Drawing E-601 indicates fiber comm terminating at switch node 10 inside Building 2025. However, during the site visit there was reference to the comm room in the Water Treatment Facility. Please confirm fiber terminates in Building 2025 for this project per drawing E-601.

Response 97: Confirmed, Terminate fiber in Building 2025.

Question 98: Does the government have a desired minimum raw water pipe size extending from each Well site to the water transmission main to be installed along the roadways?

Response 98: The minimum size should be as per applicable standards.

Question 99: Please clarify the expected well performance requirements, in particular the duration and frequency that the well field will be expected to maintain a continuous 500 GPM production rate.

Response 99: Contractor must demonstrate that wellfield can meet a long-term sustainable pumping rate of 500 gpm as per the testing requirements set forth in "Title 10 of the Compilation of the Rules and Regulations of the State of New York (10 NYCRR) Part 5, Subpart 5-1 Standards for Water Wells - Appendix 5B.4 - Well Yield and Water Flow and Appendix 5-D.4 - Well Yield and Water Flow."

Question 100: There will be extensive dewatering associated with this project's scope. Please confirm that the contractor is responsible for all dewatering operations, storage of water, and discharge of water as per the applicable requirements following design of this project.

Response 100: The offeror is responsible for all dewatering operations.

Question 101: Advanced Modeling - The RFP invokes UFGS 01 33 16.00 10 Advanced Modeling (BIM/CIM/GIS/CAD) requirements, including development of a Project Execution Plan (PxP), Minimum Modeling Matrix (M3), IFC deliverables, and Record Model. Does the government intend to enforce these full requirements which will add price/cost but not necessarily commensurate value for a project of this type? If so, please provide the existing PxP and M3 used to develop the existing CIM and BIM authoring tools the bridging document sheets were extracted from. Please also clarify the mandatory BIM/CIM uses and LOD schema and grade mapping. This question does not affect the understanding and intent of capture of as-built conditions using SDSFIE schema.

Response 101: No, given the scale of the wellhouses, advanced modeling is not required. These requirements have been removed from the Division 1 specs in Amendment 4.

Question 102: Pg 40 of the solicitation, paragraph 3.3.1 Submission Requirements states the following: "...and the Subcontracting Plan required prior to award if requested by the Contracting Officer..." Would the government please confirm that an SB Subcontracting Plan is not required with the proposal submission, and will be instead requested prior to award notification?

Response 102: The Small Business Participation plan (Tab A) and the Past Utilization of Small Business (Tab B) are both required as part of the offeror's submission.

Question 103: Will the government please clarify if there are training exercises where limited or no work can be performed in the vicinity of the wellfield and waterline areas? If so, how long will the trainings be and when will they occur?

Response 103: The contractor is required to coordinate with Drum and develop a phasing plan to sequence their work around Drum's training. A training 'schedule' is not available at this time.

Question 104: Please confirm that offerors can 8.5x11 landscape-oriented pages in our proposal submissions.

Response 104: This question is unclear. However, if the question is if 8.5 x 11 pages can be landscape-oriented then the response is, yes.

Question 105: Amendment 01, pg 8: Amendment 01, released on 8 July, states "the following contract documents were added: ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNARE and ATTACHMENT 5 - SAMPLE FIRM UNEQUIVOCAL LETTER OF COMITMENT BETWEEN PRIME CONTRACTOR AND SUB." These updated Attachments 2 and 5 were not uploaded in SAM.gov. Can the government please clarify if these attachments were modified and inadvertently omitted in the upload of Amendment 01 documents?

Response 105: Attachments 1-5 were provided in Amendment 2.

Question 106: Is there a preference for well drop pipe material (PVC, Galvanized Steel, or Stainless Steel)?

Response 106: Fort Drum's preference is carbon steel which is the material they use at the wells they are currently operating.

Question 107: What will be the expected turnaround time for approval of the recommendations submitted after the test hole is completed as required in Section G30, G301001 1.2 Test Hole?

Response 107: Section G301001 1.2 TEST HOLE is removed from the RFP in Amendment 4.

Question 108: Will the Contractor have to form and pour the new electrical duct bank, or can the concrete be placed to earth?

Response 108: The duct bank can be constructed with or without formwork as long as minimum cover and clear distances are maintained. This detail has been revised in Amendment 4.

Question 109: DB RFP Section G201004 in Chapter 6 states "Fort Drum to provide road signage. Provide temporary signage throughout construction to meet phasing requirements indicated in the project program". Section G202004 states "Provide permanent and temporary signage (regulatory, warning and guidance) and other traffic control devices as required". Section G204005 states "Fort Drum to provide road signage". Please clarify exactly what type of signage Ft Drum is providing? What signage is the responsibility of the contractor to provide?

Response 109: Fort Drum will not provide any signage. The DB Contractor is required to provide and install all signage. See amendment 4.

Question 110: All sustainability requirements in the DB RFP point to the use of UFC 1-200-02 High Performance and Sustainable Building Requirements, including the issued Specification 01 33 29. Chapter 7 Applicable Criteria lists LEED v4. Please remove this reference to LEED if there is no requirement to follow LEED.

Response 110: Reference to LEED v4 in the Chapter 7 Applicable Criteria is removed. See Amendment 4.

Question 111: What pressure do you currently witness at the water tower while it is refilling?

Response 111: 88 PSI.

Question 112: What is the current flow and pressure seen at the water tower fill line?

Response 112: In the Water Treatment Plant, the pressure gage is 88 PSI in the basement, the combined flow into the system currently ranges from 300GPM up to 1400GPM depending on how many or which wells are commanded to run. The water tower fill line pressure gage is 85 PSI due to different elevation of the gage, varies much differently and sees flows in and out through the same line and can vary from 0 to 2500 GPM. The tower fill line includes both flows from wells and from DANC (City of Watertown), or when no pumps are running.

Question 113: How old is the 16" DI we are to tie in near WWTF? What thickness class is it?

Response 113: The water line that you will tie into, from the airfield wells to the Water Treatment Facility is 16" HDPE installed in 2005. The water line switches to DI right before entry into the WTF and enters the distribution zone 1 in a 16" DI pipe.

Question 114: Are there any known Archeological significant sites? If there are any significant sites, please provide the proper procedures / protocols for work in those areas.

Response 114: An archaeological survey and evaluation was completed by Fort Drum for the proposed well field project and associated infrastructure and determined that this project will have no adverse effects on cultural property at Fort Drum.

Question 115: With the roofing system being a simple standing seam on small pump houses, can the pre-design and pre-roofing conferences per B30 of RFP be omitted?

Response 115: No, the pre-design and pre-roofing conferences cannot be omitted.

Question 116: Reference D-B RFP Section 3.0 Site Analysis, paragraph 3.1.1 'Natural Conditions', the last paragraph states "Unexploded Ordnance (UXO) Survey or Evaluation Reports must be coordinated with Fort Drum Prior to the commencement of construction. The only other reference to UXO requirements is in specification section 01 14 00,1.4.1 related to the requirement for all contractor employees to take the Explosives Safety Education (3Rs) Program training online. Is the contractor required to perform UXO assessment of the site or will this be performed by the Government in advance of the contractor starting work?

Response 116: UXO clearing is the responsibility of the government.

Question 117: The included FAR 52.232-5 'Payments under Fixed-Price Construction Contracts' paragraph (b) (2) states in part: "In preparation of estimated, the Contracting Officer may authorize material delivered on the site...to be taken into consideration." for progress payments. As payment for material stored on site is at the discretion of the Government and the decision to pay for material stored on site will impact the cost of the associated work related to financing costs, please advise at this time if the Government will authorize payment for properly approved and stored material on site.

Response 117: The contract documents allow payment for materials suitably stored on site, payment will be authorized in accordance with this FAR clause.

Question 118: Specification 01 45 00, 1.6.1.2 lists the qualifications for the QC Manager as: "...at least a Bachelor's degree in engineering, architecture, or construction management, with a current professional engineer registration and a minimum of 10 years construction experience as a Project Superintendent, QC Manager, Project Manager, Project Engineer or Construction Manager on similar size and type construction Contracts...". The unedited UFGS specification provides technical /professional qualification selection guidance indicating the qualification level should be

commensurate with the complexity of the project. In review of the unedited UFGS specification it appears that the drafter of the project specification selected the highest technical/professional qualification for this QC Manager position.

Considering the less than highest level of complexity of this wellfield project, as well as the difficulty obtaining an individual with the specified qualifications and the high associated cost, we ask that the Government reconsider the specified qualifications for the QC Manager and remove the "current professional engineer registration" requirement.

Response 118: The requirement for the QC manager to hold a current professional registration is removed. See amendment 4.

Question 119: Section 00 22 10, Volume 1-Factor 1- Past Performance, paragraph 2.3.2 'Relevant Past Performance', allows up to 3 past project examples for the construction contractor and only up to 2 past project examples for the design firm on the team. As both the contractor and design firm need to demonstrate the same listed similar project criteria would the Government allow the maximum number of project examples for the design firm to be increased from 2 to 3 projects?

Response 119: See response to question 17.

Question 120: The D-B RFP Chapter 3 'Site Analysis', paragraph 3.1.2, 'Permits' lists the various anticipated permit review durations by the New York State agencies. Have these anticipated permit review durations been pre-agreed between the agencies and the USACE? From our experience the current permit review times are considerably longer that the durations listed in Chapter 3. Please confirm.

Response 120: Permit review periods have not been agreed on with any agencies having jurisdiction and USACE. The review period durations are estimated.

Question 121: To expedite the permit processing through the New York State agencies we would recommend that initial review begin at an interim design stage to allow the agencies to become

familiar with the approach to the project which should make the final review of the final design documents proceed expeditiously. Will the USACE allow early "over the shoulder" review of the design by the NYS agencies?

Response 121: NYS is aware of this project. Early communication is encouraged and USACE does not oppose any early 'over the shoulder' reviews if NYS is agreeable with that approach.

Question 122: Amendment 001 added two payment clauses, in Section 00 72 00 FAR 52.232-16 'Progress Payments (Deviation 2026O0038)' and DFARS 252.232-7013 'Performance-Based Payments-Deliverable-Item Basis' were added.

> However, payment clause FAR 52.232-5 'Payments under Fixed-Price Construction Contracts' remains in the solicitation documents. There are now three payment clauses included in the solicitation documents and each clause stipulates differing payment terms. Progress payments are typically assessed based on progress toward completion, the percentage complete as established through the cost loaded progress schedule as stated in 01 32 01.10 18, 3.2 which aligns with the provisions of FAR 52.232-5.
>
> FAR 32.111(a)(5) provides guidance as to the appropriate payment clause to use and states: "The clause 52.232-5, Payments under Fixed Price Construction Contracts, (is to be used) in solicitations and contracts for construction when fixed-price contract is contemplated". This solicitation is for a fixed price contract.
>
> Further FAR 32.500(b), which the subpart FAR 32.5 "Progress Payments Based on Costs" associated with 52.232-16 falls under, specifically states "This subpart does not apply to contracts for construction".
>
> DFARS 252.232-7013 is prescribed in DFARS 232-1005-70(a)(2) for use in solicitations that include performance-based payments on a deliverable-item basis, clearly this does not apply to this solicitation.
>
> Please clarify that FAR 52.232-5 is to be used for payments under this contract or advise how the payment clauses added by amendment 001 apply to this solicitation considering the FAR guidance information stated above.

Response 122: Only payments under FAR 52.232-5 'Payments under Fixed-Price Construction Contracts, will be used. References to other payment clauses are removed in Amendment 4.

Question 123: How does the government anticipate meeting SPDES stormwater permitting and treatment requirements for new impervious area construction to well site where there are wetlands and high groundwater?

Response 123: The offeror is responsible for the SWPPP design.

Question 124: DB RFP Section 3.2.2 states "Communications must run from each well house to the water treatment plant. The drawings depict an alternative that utilizes a combination of existing conduits and new duct banks. See drawings in Part 6". As part of the only issued plans in Appendix A, Detail A5 / E-601 depicts new fiber cabling is shown as being pulled through existing fiber mesh innerducts and is noted that way on the corresponding plans in the 'C' and 'ES' series sheets.

DB RFP Section 2.2.1 states "Communications will be run from each well in underground duct banks back to a new manhole (CMH-3).. ..FromCMH-3 communications will run underground to the intersection of Elm Lane and Main Tank Trail into CMH-1. From CMH-1 it is believed that there are existing conduits that can be utilized to run the communications back to the water treatment plant. The DB Contractor will need to verify that there are existing conduits that can be used for the communications cabling".

If the Gov is intending on placing the risk of using existing conduits solely on the contractor, then we will need the ability to verify the condition of these existing conduits before this project is bid. We were not able to access the network of existing conduits and handholes / manholes to verify their condition.

We request that the Government schedules an additional site visit to investigate the use of these existing raceways, and we request that Ft Drum NEC be present at the site visit.

Response 124: There are existing conduits from CMH-1 to the bldg 2025. The offeror is responsible for blowing new fiber in existing conduit as noted on the one line diagram A5/E-601. See amendment 4.

Question 125: Chapter 6 Section G2010 states "Provide new gravel driveways as required by soil conditions and determined by the Designer of Record.. ..Provide other roadway improvements

including signage as required by Fort Drum and the UFC". The Appendix A Plans depict two new gravel roadways extending to Well House sites #1 and #5, and new gravel driveways / gravel areas for all immediate Well House sites. The drawings and RFP do not require any rework of existing gravel roadways (Main Tank Trail, Elm Lane, and Pleasant Street). Following construction of this project, what is the Government's expectation for turning over these existing roadways? There is limited surface stone on portions of some of these existing gravel roadways. Is the contractor responsible for inspecting the existing condition of these roads before the project starts with the Government, and responsible for returning these roadways back to the Government in the same condition as existing? We want to confirm that the intent is NOT for resurfacing or repairing these existing roads beyond their original existing condition after completion of major construction activities.

Response 125: Yes, all existing roads must be returned to their original condition after completion of construction.

Question 126: Drawings such as CJ102, CJ103 indicate "Client provided wetland delineation required within boundary" vs typically seen on other sheets as the boundary being established. Please advise on delineation limits on these drawings marked as such.

Response 126: See response 51 which states that: The note "Client provided wetland delineation required within boundary" indicates area where the delineation is being finalized. The note "Client provided wetland delineation boundary" indicates area where the delineation has been finalized on the drawings. Final delineation will be provided by the government to the successful offeror.

Question 127: For areas requiring temporary disturbances of existing wetlands and later restoration back to original conditions, who is responsible for providing the wetland seed mix? In past experience on smaller projects where there is wetland disturbance, Ft Drum Public Works has provided the seed mix. For this Wellfield project, is the contractor responsible for providing and installing all new wetland seed mix?

Response 127: The contractor is responsible for providing and installing wetland seed mix at all temporary wetland impact areas.

Question 128: RFP Section 00 22 10, paragraph 2.3.2 'Relevant Past Performance'; sub-paragraph i.b 'Complexity' requires a water transmission project example with combined

complexity attributes of 1) telemetry and controls and 2) total water piping length of 5,000 feet. As both of these complexity attributes are separate and distinct would the Government consider accepting separate project examples that separately demonstrate each of these complexity attributes?

Response 128: This was clarified in 00 22 10 which revised and re-issued with amendment 2.

Question 129: Please confirm that five new potable groundwater production wells are required to be drilled and casings installed dedicated to this project, and that existing test wells cannot be reused for the new groundwater production wells.

Response 129: Existing wells may be re-used if practicable. However, it is the responsibility of the contractor to demonstrate that the existing wells can meet the requirements of the project

Question 130: RFP Section 3.2.2 of Chapter 3 makes reference to maintenance trucks pulling out 'existing' well pumps, and G2020 of Chapter 6 makes reference to a mobile crane that is intended 'to remove existing well pump'. The submersible pumps are required to be new per D202003 and D306001. Please confirm there is no reuse intended of 'existing' pumps on this project.

Response 130: There is no intent to re-use any existing pumps. The reference in the RFP to pulling 'existing' pumps is explaining the rationale for a mobile crane to remove the pumps post construction.

Question 131: Please further clarify the Gov's requirements for the initial topographic survey required for the design of this project. Areas such as the initial stretch of Pleasant Street where new overhead electric is required will have very limited site improvements / disturbances. What are the overall limits required for this initial topographic survey? Is the contractor and contractor's DOR ultimately responsible for making the determination of what is needed for our own design progression?

Response 131: Yes, the Design Build contractor and/or their DOR is responsible for determining the extents of the topographic survey to meet the project requirements.

Question 132: Will a DEC/SPDES discharge permit be required for the floor drain installations in well houses?

Response 132: The contractor will determine whether the floor drains must be permitted under the DEC/SPDES permit.

Question 133: Being that the wellhouses are largely sitting in low wetland areas, the installation of foundation drains per D1/S-501 does not seem beneficial. Please clarify / confirm if foundation drains can be removed from this project?

Response 133: The foundation drains are a requirement of the project.

Question 134: Clarify requirement for alarm system as indicated on page 37 of 496 in the RFP. Is the intent of this system to act as an intrusion detection system or access control system? We would assume this is an IDS in each wellhouse that will report to bldg 10715 911 dispatch, but please further clarify / confirm.

Response 134: Confirmed.

Question 135: Specification 01 57 19 included in the RFP references an 'As-Built Topographic Survey' in the SD-11 Closeout Submittals. Section 3.2.1.5 states "Prepare as-built topographic survey information required by the permitting agency for certification of the stormwater management system, and provide to the Contracting Officer". Please clarify / confirm that the As-Built Topographic Survey only needs to be completed for the areas that pertain to the stormwater management system, and that areas that do not pertain to the SWM system are not required to be surveyed?

Response 135: Specification 01 57 19 requires topographic survey for the certification of the stormwater management system which is to encompass the storm water BMP designed, permitted and constructed.

Question 136: Reference the Ransom Geotechnical Report included in the DB RFP Appendix C Volume 3. It is stated multiple times in the Ransom report that 'Water-saturated soils, inferred to be representative of groundwater, were not encountered in the test borings conducted'. After looking through the included borings in the Ransom, most of the borings logs (everything besides B1 and B2) were marked as 'NM' for water level or 'not measured'. Only boring logs B1 and B2 were marked as 'NE' or 'not encountered'. During the site visit it was evident that the areas in which boring logs B4 thru B10 were taken were noticeably wet with surface water and this section of Elm Lane and Pleasant Street have numerous clearly depicted wetland locations from the Appendix A drawings which would infer the presence of a significant amount of water. The statement in the Ransom Geotechnical Report of 'not encountering' groundwater seems to be inaccurate. Please confirm for bidding purposes that dewatering of all areas of this project is the responsibility of the contractor.

Response 136: The contractor is responsible for providing dewatering in all areas where groundwater is encountered.

Question 137: NYS Wetlands General Permit GP-0-25-03 criteria is for

Response 137: Wetland mitigation, if required, will be provided by Fort Drum's Wetland Mitigation Bank at debit ratios dictated by the Fort Drum Banking Instrument.

Question 138: Will Ft Drum be undertaking their own mitigation projects due to permanent wetland impacts as separate contracts outside of this project? Or will the contractor be responsible for the mitigation?

Response 138: Fort Drum's Wetland Mitigation Bank will be utilized to offset the permanent wetland impacts, if required.

Question 139: Are the wetlands identified by the Appx A drawings federal wetlands or state wetlands? Please clarify / confirm for all areas.

Response 139: The wetlands identified by the Appx A drawings are federally regulated wetlands.